



Document: Refund Policy – International Students		
Approved by: Executive Management Team WIN Higher Education	Version: 2.1	Date: 03.2019

1. Overview

Wentworth Institute of Higher Education (“WIN Higher Education”) fully complies with the Education Services for Overseas Students Act 2000 (ESOS Act) and its legislative framework including the Tuition Protection Service (TPS).

Under Sections 47D and 47E of the ESOS Act , the written agreement with the student outlines the various circumstances under which a refund can be made and the amount due.

Circumstances when a refund will NOT be made are as follows:

1. There is no refund of the enrolment fee.
2. There is no refund of any deposit paid; that is, an amount paid which is less than one full semester’s tuition fee; for example \$4,500 deposit (except in the case of visa refusal – see below).
3. There is no refund if the student defaults under any of the following circumstances:
 - Not starting on the agreed day and location (and has not previously withdrawn).
 - Breaching a condition of his/her visa.
 - Cancellation or suspension of enrolment following a finding of misconduct.

2. Refunds

Refund applications will incur a \$200 administration fee, except in the case of visa refusal prior to the course commencement date.

1. If a student’s visa is refused prior to the commencement date, WIN Higher Education will refund course fees paid minus the lesser of:
 - a. 5% of the amount of course fees received by WIN Higher Education in respect of the student before the default day;
 - b. \$500.
2. If a student’s visa is refused after course commencement, WIN Higher Education will refund the unused tuition fee.
3. In the event of a student withdrawing from a course or study period and the student has paid at least one full semester’s tuition fee, an application for a refund must be made in writing to WIN Higher Education.
 - a. If the notice is received by WIN Higher Education at least 28 days before the course or study period starts, WIN Higher Education will refund 80% of tuition fees paid for the course or study period.
 - b. If the notice is received by WIN Higher Education prior to, but less than 28 days before the course or study period starts, WIN Higher Education will refund 50% of tuition fees paid for the course or study period.
 - c. If the notice is received by WIN Higher Education on or after the course or study period starting date, no refund will be made.

If an exceptional circumstance exists, WIN Higher Education may consider an application for a refund on a case by case basis.

4. Refunds will be paid:
 - a. within 4 weeks after the day of default in the case of visa refusal (or where WIN Higher Education has not entered into a written agreement with the student) or
 - b. within 4 weeks from when WIN Higher Education receives a written claim from the student.
5. Refunds must be paid either to the student or the person specified in the agreement between WIN Higher Education and the student.
6. In the event of WIN Higher Education defaulting*, WIN Higher Education will advise the student in writing of their default and how they intend to fulfil their obligations under the ESOS Act. Within 14 days of the day of default, the:
 - a. total unexpended tuition fee may be refunded to the student; OR
 - b. WIN Higher Education may offer an alternative (replacement) course or part of a course in accordance with subsection 46D(4). The student must advise in writing within fourteen days whether he or she accepts this arrangement.

In circumstances where a default has occurred and WIN Higher Education cannot satisfy their obligations, the TPS Director will be advised. The TPS Director will then invite relevant providers to participate in a placement round.

** If a provider ceases to offer a course or courses before the student has finished the course, this is 'provider default' under the Education Services for Overseas Students Act 2000. The default date is the date WIN Higher Education stopped providing the course. Provider defaults can include the course not starting on the agreed starting day; the course ceasing before it is completed, or the course not being provided in full to the student, and the student having not withdrawn before the default day.*

3. General

This fees refund policy does not remove students' rights to take further action under Australian Consumer Protection laws.